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**ROSCOE CENTRAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**ROSCOE TEACHERS ASSOCIATION  
COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2013 THROUGH JUNE 30, 2014**



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## **ARTICLE I - RECOGNITION**

The Roscoe Central School Board of Education having determined that the Roscoe Teachers' Association is supported by a majority of the teachers in a unit comprised of all professional, certified personnel except the Chief Executive Officer, Assistant Superintendent, Principal, Assistant Principal (and BO-CES) hereby recognizes the Roscoe Teachers' Association as the exclusive negotiating agent for the personnel in such unit. Such recognition shall be for the maximum period allowable under Section 208b(2) of the Civil Service Law.

## **ARTICLE II - DEFINITIONS**

A. The term "teachers" for the purpose of this document means classroom teachers and others on the teachers' salary schedule and shall include:

Classroom Teachers (including part-time)

Librarians

School Nurse-Teachers

School Psychologist

Guidance Counselor

Teacher of Speech and Hearing Impaired

Social Worker

Teaching Assistant

The term "Teaching Assistant" for the purpose of this document means an employee so employed in accordance with C.R.R. Part 80.33.

B. The term teacher organization shall mean the Roscoe Teachers' Association which exists for the purpose of representing both member and non-member teachers in their relationships with respect to their terms and conditions of employment to and with the Superintendent and the Board of Education of the Roscoe Central School District.

C. The term negotiating unit shall mean all employees within the "A" definition who are represented by the Roscoe Teachers' Association for the purpose of collective bargaining with the Roscoe Central School District.

### **ARTICLE III - PRINCIPLES**

A. Attainment of the educational program of this district requires mutual understanding and cooperation among the Board of Education, Superintendent, the professional staff, and the community. To this end, free exchange of views is desirable, proper and necessary.

B. Teachers shall have the right, freely and without fear of penalty or reprisal to form, join, or assist teacher organizations, to negotiate through their chosen representatives concerning salaries, terms and conditions of work, and related matters, and to engage in other activities for the purpose of establishing, maintaining or improving educational standards in Roscoe Central School.

C. Teacher organization shall have the right to use of bulletin boards (in the Teacher Lounge or Mail Room) or other communication media and to the use of the building facilities for the purpose of meetings concerned with the exercise of the rights established by this statement; such meetings should be scheduled through the administrator. The Association's use of the public address system shall be limited to that time which follows the end of the student instructional day. The Association shall be responsible for custodial compensation if no custodian is regularly scheduled during the hours of the meeting and the Association shall be further responsible for the expense of any materials, supplies or telephone costs used in connection with their organizational activities.

D. The Teachers Association shall have access to available budgetary information, as well as other information necessary to carry out their legal re-

sponsibilities. Prior to the Board of Education meeting, the District shall provide the Association with the Board meeting agenda and, as soon as possible after the Board meeting, the District will provide the Association with the Board minutes.

#### **ARTICLE IV - NEGOTIATION PROCEDURE**

A. A notice of intent to bargain shall be sent to the District by the Association no later than January 15th of the year in which the agreement terminates. The parties agree to enter into negotiations in accordance with the procedures set forth herein and as required pursuant to the Public Employment Relations Act and Section 208(b)2 of the Civil Service Law in an effort to reach agreement on all matters raised by either party concerning the terms and conditions of unit members' employment. Such negotiations may be preceded by preliminary informational meetings between the Board of Education or their representative(s) and the representative(s) of the Association.

B. Agreements reached by the negotiating committees shall be submitted in writing to the Board of Education and to the Association for ratification.

C. Upon ratification, the agreement shall be signed by the President of the Teachers' Association, the Superintendent, and the President of the Board of Education.

D. The School District agrees not to negotiate with any teachers' group or individual teachers other than the Association in regard to terms and conditions of employment of teachers during the term of this agreement. The Board of Education reserves the right to pay over and above the salary schedule on step to teachers beginning the first year in the system.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **A. General Provisions**

1. Definition - Grievance shall mean a claim by an employee or group of employees or the Roscoe Teachers Association that there has been a misinterpretation or misapplication of the terms of this agreement and/or existing terms and conditions of employment as determined by PERB or N.Y.S. Court of Appeals decisions.

2. All grievances shall include the name and position of the aggrieved party, the time and place of the grievance, the contract provision allegedly violated, a general statement of the nature of the grievance and the redress sought.

3. A grievance shall be deemed waived unless it is submitted within thirty school days after the aggrieved party knew or should have known of the events or conditions on which it is based. During the summer recess, work days shall be considered as school days.

a. Continuing alleged violations may be grieved at any time, provided that any redress may not be retroactive prior to the date the grievance was filed.

4. The District and the Association will facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the grievance.

5. The grievant shall have the right of representation at all stages of the grievance procedure and to confront and cross-examine all witnesses called against him or her, and to testify and call witnesses on his or her own behalf.



6. In any grievance brought by an employee or group of employees, the Association shall be notified of all hearing dates, given copies of all exhibits and decisions, and have the opportunity to cross-examine all witnesses.

7. No interference, coercion, restraint, discrimination or reprisal of any kind at any time will be taken by the District or by any member of the administration against the Association or any other participant in the grievance procedure.

8. Failure by the District to hold a hearing or submit decisions within the time limits set forth herein, shall be construed as a denial of the grievance and the grievance may be appealed to the next stage.

9. Grievances shall be submitted at the lowest possible stage where relief may be granted.

10. The time limits may be extended at the request of either party. Requests shall not be unreasonably denied.

#### B. Procedures

1. Stage I: The grievance shall be presented, in writing, to the immediate supervisor within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions giving rise to the grievance. The immediate supervisor shall hold a hearing within five (5) school days of the submission of the grievance and render a written decision within five (5) school days thereafter.

2. Stage II: Within ten (10) school days following the disposition of the grievance at Stage I, the grievant may appeal in writing to the Superintendent. The Superintendent shall hold a hearing within ten (10) school days

of the submission of the appeal and render a written decision within five (5) school days thereafter.

3. Stage III: Within ten (10) school days following the disposition of the grievance at Stage II, the grievant may appeal in writing to the Board of Education. The Board of Education shall hold a hearing within ten {10} days of the submission of the appeal and render a written decision within five {5} school days thereafter.

4. Stage IV: Within ten {10} school days following the disposition of the grievance at Stage III, the Association may file with the Clerk of the Board, a Demand for Arbitration.

a. Following the submission of the Demand for Arbitration to the Clerk of the Board, the Association shall file the Demand with the American Arbitration Association. The parties shall select an arbitrator from the American Arbitration Association's Labor Panel.

b. All Demands for Arbitration and all arbitrations shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

c. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.

d. The cost of the services of the arbitrator will be divided equally between the Board and the Association.

e. The decision of the arbitrator shall be final and binding on the parties.

**ARTICLE VI**  
**TEACHER-ADMINISTRATOR LIAISON COMMITTEE**

A. The Association shall select three (3) teachers who will meet with three (3) members from the District. The District representatives shall be one Board member, one administrator and one other member as selected by the Board of Education. Meetings may be called by either group, with the time and place to be agreed upon by mutual consent and may be canceled or adjourned by mutual consent.

**ARTICLE VII - TEACHING DATES AND HOURS**

A. The teacher year may not begin prior to the Tuesday following Labor Day, or extend past Regents Rating Day in June unless the state mandated minimum number of days has not been met.

B. The School Calendar shall be developed cooperatively by the Superintendent and the faculty Association Executive Committee with the final approval of the Board of Education.

C. If there is to be any permanent alteration in the school day, it should be agreed upon by the Association and the Board of Education. Changes in major schedule time for academic classes and activities should be developed cooperatively by the Administration and the Teachers Association with the final determination by the Board of Education.

D. Effective January 1, 1999, the teaching day will be seven hours and twenty minutes with five minutes added at the beginning of the work day and fifteen minutes added at the end of the work day. The parties agree that the twenty minutes added to the teacher work day, effective January 1, 1999, will be non-contact time. At that time a teacher will be free to leave if he or she has no additional or assigned duties.

E. The District shall schedule no more than 190 days per school year, inclusive of emergency closing days. Teachers shall work a minimum of 180 days and a maximum of 182 days regardless of how many emergency closings are used during the school year.

F. All teachers may be required to attend no more than four (4) evening programs per school year. Each program shall be no more than three (3) hours in length.

G. Teachers may be required to attend one faculty meeting per month and may be required to attend one additional faculty meeting every other month. These faculty meeting shall not be longer than one (1) hour in length.

#### **ARTICLE VIII - TEACHING CONDITIONS**

A. All teachers (Pre-K-12) will have at least one period daily free from assigned duties to be used for planning daily class activities. Study hall and homeroom are to be considered assigned duties.

B. Extra-Curricular Assignment

1. All teachers performing extra-curricular assignments shall be entitled to continued employment in their respective assignments for the following school year as long as performance is deemed satisfactory by administrative evaluation.

2. All open extra-curricular positions will be advertised in areas frequented by teachers for ten (10) school days. Teachers shall be given preference in filling these positions.

3. Teachers shall receive written notification, by mail, of extra-curricular openings which occur during the summer recess.

4. A class advisor for grades 7 - 12 will be expected to remain as advisor to that specific class, as the class is promoted, unless the teacher is removed from the position by the administration, or the teacher resigns from the position.

C. All teachers shall have a duty free lunch period every day of at least 30 minutes.

D. The District shall provide at least one secure area from which unit members can make telephone calls.

#### **ARTICLE IX - CLASS SIZE AND TEACHING LOAD**

A. Because changing educational requirements dictate revision of traditional size to meet the needs of modern education, the following recommendations shall be implemented in Roscoe Central School District whenever practical: Elementary:

- |    |              |                         |
|----|--------------|-------------------------|
| 1. | Kindergarten | 30 students per teacher |
| 2. | Grades 1 - 3 | 30 students per teacher |
| 3. | Grades 4 - 6 | 30 students per teacher |

B. The Board agrees to utilize existing aides, if practical, to:

1. Supervise Bus Detention
2. Supervise Cafeteria.

C. High school teachers shall, whenever practical, teach a maximum of five classes a day.

D. The Board of Education will guarantee a minimum of two full time teaching assistants to assist teachers with instruction. This provision shall apply only to the two permanent teaching assistants employed upon the date of the ratification of the July 1, 2006 through June 30, 2010 Agreement.

Teaching assistant time will be used to assist teachers with activities related to the instructional program. The chief school Administrator or his de-

signee will meet with teachers PreK-6 as a group to discuss the assignment of teaching assistant and/or aide time. Each elementary class in excess of 15 enrolled students will be assigned a minimum of one hour of assistant or aide time per day, unless the teacher, in consultation with the administration determines to not need the assistant or aide time. Time beyond one hour may be assigned regardless of class size based upon teacher requests and/or the needs of the class. In classes of 15 or less students, an aide or assistant may be assigned based upon teacher requests or the needs of the class. Final determination for assignment of assistant or aide time beyond the one hour per elementary class will be made by the administration. Any assistant or aide time scheduled for elementary classes will be separate from any one-on-one assistant or aide time required by IEP's and 504 plans in the 2006-2007 School Year and the 2007-2008 School Year. After the 2006-2007 School Year, the Association and the District agree to establish a review committee to consider the use of aides or assistants for elementary classes with more than 15 students. Starting at the commencement of the 2008-2009 School Year and thereafter, as covered by this Agreement, any assistant or aide time scheduled for elementary classes will be separate from any one-on-one assistant or aide time required by IEP's and 504 plans and remediation.

E. No Unit Member will be required to clean or maintain the cafeteria area, collect garbage or serve food.

#### **ARTICLE X - TEACHER EVALUATION**

A. Purpose:

1. The primary purpose of teacher observation is for the improvement of instruction.

2. Observation shall be defined as the procedure of observing the classroom performance of the teacher within the teacher's area of assigned instruction. If a teacher is observed teaching in an area for which he/she is not certified, the teacher will have the option of requesting that the administration conduct another observation. The observation will be in the teacher's area of certification. If the teacher makes such a request, the request will be granted.

3. Evaluation shall be defined as the written document which is produced by the evaluator and presented to the teacher.

B. Procedure

1. All observations of the teacher's performance shall be conducted only by a certified administrator holding a New York State Certificate and employed by the District in an administrative capacity.

2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

3. Observations of a teacher will not be made by more than one person in the classroom at the same time unless the teacher requests it. No electronic, audio or video devices shall be used.

4. Untenured teachers shall be observed a minimum of three times per school year as follows:

One prior to November 1, if employed at the beginning of a school year.

One will be completed in the months of November, December or January and one will be completed in February or March.

Observations shall not occur prior to the completion of the first three weeks of school. If the initial employment date is other than the beginning of the school year, then observations will not be started prior to the completion of the first three weeks of employment and the schedule above will be modified accordingly (e.g. the first observation in the first two months, the second observation in the third, fourth or fifth month, and the third evaluation in the sixth or seventh month).

5. Tenured teachers shall be observed at least once each school year.

Observations shall not occur prior to the completion of the first three weeks of school. If the initial employment date is other than the beginning of the school year, then observations will not be started prior to the completion of the first three weeks of employment.

6. All observations will be completed prior to June 15.

7. No later than fifteen {15} school days following the observation, a post observation conference will be held.

8. One day prior to, the post observation conference, a written evaluation report shall be given to the teacher. The content of the report shall form the basis of the conference discussion.



9. The report shall provide the time the observation began and the time the observation ended.

10. The report may contain suggestions regarding areas of improvement.

11. The teacher shall be given ten (10) school days in which to respond to the written report. The report shall not be placed in the teacher's personnel file until a response is attached thereto, provided that the response, is submitted within the ten (10) day period. In lieu of a written response a teacher may sign the observation report above the following statement: "The teacher's signature indicates that a copy of this report has been received and does not constitute agreement with the contents of the report in whole or in part".

12. The signature line will be for the purpose of acknowledging receipt of the observation report and will take the following form:

NOTE: Your signature above indicates that you have received a copy of this observation report. If you wish to attach a response to this observation – do so within 10 school days.

C. Dismissal

1. Termination of a teacher's services due to abolition of positions.

Should the District abolish a position within the bargaining unit pursuant to Education Law §2510, the person whose position is being abolished shall receive written notice of the District's intent to abolish

his/her position at least thirty (30) days prior to the date on which the abolition will become effective.

2. Discontinuance of a probationary teacher's services prior to expiration of probationary period.

a. The District shall observe the requirements of Sections 3012, 3019-a and 3031 of the Education Law in discontinuing the services of a probationary teacher.

b. The District will not initiate any of the foregoing statutory procedures to discontinue the services of a probationary teacher for unsatisfactory classroom performance without first providing a written warning setting forth the nature of the unsatisfactory performance and the District's expectations for improvement of the teacher's performance. The District will provide a probationary teacher who receives such written warning with at least thirty (30) school days within which to improve his/her performance. Thereafter, the District may initiate the statutory procedures referred to hereinabove. Should the teacher so request, the Board of Education will provide the teacher with a conference (not an evidentiary hearing) in executive session at the Board Meeting at which said Board considers the Superintendent's recommendation to discontinue his/her services, provided, however, that the teacher has invoked his/her rights pursuant to Education Law §3031.

3. Notice of Superintendent's intention not to recommend for tenure.

Notice of the Superintendent's intention to recommend to the Board of Education that a probationary teacher not be appointed to ten-

ure shall be given at least sixty (60) calendar days prior to the expiration of said teacher's probationary appointment.

4. A probationary teacher whose services are being terminated must, upon request, be given a statement of reasons and shall have the right to respond to this statement pursuant to the provision of Section 3031 (Fair Dismissal) of the New York State Education Law.

D. Annual Professional Performance Review (APPR)

APPR/CHAPTER 103 OF THE LAWS OF 2010: The parties agree to continue negotiations concerning amendments to the provisions of this agreement relating to the APPR. Upon completion of negotiations for the required changes to the APPR, the parties agree to incorporate the APPR memorandum of agreement into this successor agreement.

1. The APPR procedure has been developed jointly by the Superintendent and his/her designee and two (2) RTA appointees. Said procedure is attached hereto as Appendix A.

2. The APPR procedure will not commence prior to April 1 and will end by June 15.

3. APPR procedure may not commence until the observation procedure is completed for an individual.

4. Each teacher, after reading his/her APPR report, shall acknowledge he/she has read it by affixing his/her signature thereto. Such signatures shall not signify agreement with the contents.

5. The APPR will include an indication of probationary status with respect to the possibility of continued employment.

6. All APPRs of teachers will be conducted openly with the full knowledge of the teacher.

7. The APPR report shall use the phrase "will strive for" in reference to goal setting. In addition, the District may also establish quantifiable goals with regard to Regents results, State Assessments, etc. These goals shall be reasonable and based on data. The data will be made available to the teacher prior to the goal-setting meeting. These goals shall be developed in collaboration between the administrator and the professional staff member, with final authority vested in the administration.

#### **ARTICLE XI - PERSONNEL FILES**

A. The District shall maintain one (1) official personnel file for each employee, which file will be located in the District's central office.

1. The teacher shall have the right, upon request, to review the contents of his personnel file and shall be allowed to make copies of any documents therein at his own expense.

2. The teacher shall be entitled to have a representative of the Association accompany him during such review.

B. The employee's file shall contain routine financial information, confidential references and all material relating to the job performance of the employee.

C. No material derogatory to a teacher's conduct, service, character, personality, job performance, or an observation report shall be placed in the employee's file unless the employee is given a copy thereof and notified in writ-

ing that it is to be placed in the file. The employee shall sign and return such copy to the Superintendent's office within ten (10) days of the date it was received. Such signature shall not be understood as agreement with any statements contained in such document and shall indicate only that the employee has read the document and is familiar with its contents. The original of the document shall not be placed in the employee's file until the signed document is returned. If it is not returned within the ten day period, then the document may be placed in the file.

D. The employee shall have the right to reply in writing to any material to be placed in the personnel file. This reply shall be attached to the material prior to its placement in the official District personnel file. Failure to reply shall not be interpreted as a waiver of defense in any case.

E. An employee who wishes to examine his/her personnel file shall have his/her request honored within five (5) school days of the time such request is made. The employee shall be entitled to have an Association representative present during such review.

F. Upon receipt of a written request, the employee shall be furnished with a reproduction of any file material, excluding confidential references pertaining to hiring or promotion. In the event the file material is required for the prosecution of a grievance or the defense of an employee in a disciplinary proceeding, the material shall be furnished at no cost to the employee. In all other cases, the employees shall pay the cost specified by the District for release of public documents under New York law.

G. No written complaints or other derogatory material received by the District from parents, teachers, students or from anyone other than certified administrative or supervisory personnel of the District shall be placed in an

employee's personnel file unless a thorough investigation has been conducted and verified by a qualified administrator.

H. Employee personnel files shall be deemed to be of a confidential nature. Review of the file shall be limited to the employee, administrative and supervisory personnel, the Board of Education or their legal representatives. In no event shall any employee's personnel file or any other the documents contained therein be turned over to anyone else except under legal compulsion or with the consent of the employee.

## **ARTICLE XII - TEACHER ASSIGNMENTS**

A. Teachers will be notified in writing of their specific teaching assignments for the following year no later than June 1. Teachers shall be notified as soon as possible of proposed changes which occur after June 1st.

1. Teachers will be notified in writing of tentative period-by-period schedule for the upcoming school year no later than June 30.

2. Teachers will be notified of change in classroom location by June 1, whenever possible.

B. Teachers employed by the school district shall have a reasonable expectation of continued employment, provided that their services are competent, efficient and satisfactory.

C. Any vacancies/new positions must be posted on faculty bulletin boards and a copy sent to the RTA President, at least fifteen (15) days prior to the date applications are due. This paragraph shall apply in all instances where appropriate notice has been given to the District regarding employment severance.

D. Teachers who desire a change in subject and/or grade level shall submit a request to the Superintendent prior to May 1st.

E. Involuntary transfer/assignment will be made only after a meeting between the teacher involved and/or his/her representative and the Superintendent at which time the teacher will be notified, in writing, of the reasons for the involuntary transfer/assignment.

### **ARTICLE XIII** **STUDENT DISCIPLINE AND PROTECTION OF TEACHERS**

A. Teachers will be protected by all sections of the New York Education Law including Section 3028, and all other laws added thereto.

B. Principals and teachers shall be required to report in writing to the Superintendent all cases of assault suffered by teachers in connection with their employment. (Assault shall be defined as a violent physical or verbal attack.)

C. Whenever an employee is summoned for an interview for the record and/or for the purpose of imposing a disciplinary penalty and/or to obtain a statement to be used in a disciplinary proceeding, he or she shall be advised of the right to have an Association representative present and shall be entitled to an adjournment of at least one day to obtain such representation.

### **ARTICLE XIV - LEAVES OF ABSENCE**

A. **Sick Leave**

1. Teachers shall be granted thirteen (13) days of personal sick leave per year without loss of pay and accumulative to 250 days. These days may be used for emergency family leave dealing with illness in the family

and intermittent leave to accompany a family member to treatment sessions when critically ill.

B. Bereavement Leave

All employees shall be entitled to five (5) consecutive days absence from employment with pay, commencing with the date of death, not chargeable to sick leave, for a death in the family, i.e. parents, grandparents, children, brother, sister, spouse, in-laws and domestic partner. Employees may be granted one day of bereavement leave for the purpose of attending the funeral of a former spouse provided there are living minor children.

C. Sick Leave Bank

1. A sick leave bank shall be established for the purpose of providing sick days to any participating member of the Roscoe Teachers Association who has exhausted all of his/her sick time. Withdrawals from the sick leave bank shall only be used for catastrophic, prolonged or disabling conditions.
2. A participant may use up to ten (10) days in accordance with the criteria set forth in Section 14.C.1 for their spouse or children.
3. The bank will be established no later than the second Friday of the first semester of the current school year. A committee of three faculty members will administer the sick leave bank using the following guidelines.
4. Initially, every teacher wishing to belong to the sick leave bank will contribute one (1) day of sick leave.



5. When sick leave bank is diminished to five days, each teacher will contribute another one (1) day of sick leave to the bank.
6. Teachers will not be allowed to take back a day that is contributed to the sick leave bank, but may elect not to re-contribute to the sick leave bank and therefore terminate their membership in the sick leave bank.
7. A doctor's (M.D.) statement will be required as proof of disability.
8. No member of the bank would be allowed to draw more than thirty (30) days from the sick leave bank per request.
9. All unused sick leave bank days shall be carried over into the following school year.
10. The committee's decision will be final and binding.
11. Members of the Sick Bank who have accumulated more than 250 sick leave days may contribute up to five (5) days in excess of 250 to the Sick Bank upon their retirement from the District.

D. Personal Leave

1. Teachers may be absent for personal reasons for three days per year by notification only, without loss of salary. Personal leave may be used only for business which cannot be accomplished other than during the school day. Effective July 1, 2003, unused personal days will be added to accumulated sick time at the end of each school year. Days currently accumulated in excess of the three (3) will be added to unused sick time.

2. Personal leave may not be taken to extend a holiday unless circumstances warrant use of such leave and approval of the Superintendent is received.

3. Teachers serving as delegates to NYSUT Representative Assembly and/or as delegates to NYS Retirement System Board, shall not be penalized for days away from school. They shall not lose either sick or personal days when serving in the above capacity. This shall be limited to one teacher for two days.

4. On proof of the necessity of jury service, an employee shall be granted leave for that purpose without charge to other leave credits. All fees paid to such employee for such jury service shall be given to the school district. Mileage reimbursements are not considered "fees."

E. Child Rearing Leave

1. Teachers shall be granted child rearing leave upon the following conditions:

a. The teacher shall be required to give 30 days advance notice of the commencement of leave. The notice shall state the date of termination of such leave. Normally such leave shall be for a period of a year but may be for two years. A teacher on child rearing leave must return to the District no later than the beginning of the next semester following the termination of such leave.

b. The leave shall be extended for one or two semesters upon written notice to the District at least sixty days prior to the end of the leave originally requested.

2. Notwithstanding the foregoing, the leave may be terminated sooner upon request of the teacher and approval of the District upon availability of a position. However, where the pregnancy is terminated prior to birth, the leave may be terminated by the teacher on 60 days notice, such termination and return to duty to commence at the beginning of the next succeeding semester after receipt of the aforementioned notice from the teacher. In every case no teacher shall return to duty without presenting a medical certificate establishing that the teacher is physically capable of performing the usual duties.

3. The use of sick leave benefits as otherwise provided for in this agreement shall be allowed by reason of the physical disability caused by pregnancy or maternity, upon verification from the teacher's physician or, at the option of the District, a physician designated by the District.

4. No teacher on child rearing leave shall be denied the opportunity to substitute in the school district in the area of competence after termination of pregnancy.

5. The teacher, during a child rearing leave shall be entitled to the same medical benefits provided in the District health insurance plan for a period not to exceed twenty (20) weeks.

6. All the above is applicable for males and females in the event of adoption.

F. Extended Leaves

1. The Board may grant, upon a teacher's request, a leave of absence of one school year without pay. If approved, such leave may be granted for service as an exchange teacher, or for study related to the licensed

field, or study research, or for other fields of endeavor. Such teacher, upon return, may be afforded his normal increments. Effective June 30, 1981, those returning from leaves pursuant to this paragraph shall not be entitled to step advancement nor seniority credit for the period of the leave.

2. Upon return to work the Superintendent will assign the teacher to his/her original or similar position.

3. Teachers' Health Insurance, at the payment of 100% of the premium by the teacher to the Board may be continued by the teacher on extended leave.

4. No compensation shall be paid and no benefits shall accrue, including step advancement or seniority accrual for any leave of absence without pay, except as otherwise expressly stated in this agreement.

5. One (1) professional leave day for school visitation shall be granted. This day is to be elected on an individual choice basis and must be approved by the Superintendent. This is not to be charged to any other type of leave.

6. Other leaves of absence may be granted by the Board of Education at their discretion.

7. The terms of Section F hereinabove are not applicable to teaching assisting unit positions.

## **ARTICLE XV – PROFESSIONAL IMPROVEMENT**

### **A. In-Service Courses**

1. Members must receive prior approval from the Superintendent of Schools or his/her administrative designee for all in-service course work. Members of the educational staff shall apply in writing using the appropriate form.
2. Each professional employee attending such courses shall receive one credit for every fifteen hours of in-service course work that occurs outside of the school day. If a teacher attends in-service courses(s) during the normal teaching hours, said teacher shall not receive additional salary credit or hourly compensation for said in-service course work.
3. For all work outside of the school day, unit members shall elect to receive either salary credit or hourly compensation.
4. If the District pays the cost of the professional development program directly or through a BOCES COSER, only in-service credit will be given. If the unit member pays the cost, either salary credit or hourly compensation (as referenced in Article XV, A, 3) will be given.
5. All in-service credits accumulated throughout the year must be submitted for payment by October 1<sup>st</sup> and/or March 1<sup>st</sup> of each year.

### **B. College Course**

1. Salary credit will be given for the satisfactory completion of such courses in accordance with the provisions set forth in the salary agreement (Appendix B).

2. Once the Superintendent has approved a Masters Degree program, any course required for that specific Masters Degree or for professional certification shall not need prior approval. However, the paperwork necessary for salary credit payment must be submitted to the business office.
3. Effective July 1, 1991, compensation for all credits shall be up to a maximum of ninety (90) credits.
4. If any employee as of June 30, 1991 was receiving compensation for more than ninety (90) credits, the employee shall continue to receive said compensation.
5. If requested by the District to take an in-service and/or graduate course, the employee shall be compensated at the current rate of payment regardless of their total number of credits.
6. An official college transcript must be submitted for all degrees upon completion in order to receive the MA stipend.
7. All college credits accumulated throughout the year must be submitted for payment by October 1<sup>st</sup> and/or March 1<sup>st</sup> of each school year. A college grade report must be attached to the request.

C. District Improvement Programs

Teacher initiated projects which are approved by the Superintendent to be done other than during normal works hours, i.e., after school, summer, shall be compensated in accordance with the provisions set forth in Appendix C.

D. Summer Work

1. Summer Work shall be defined as any professional development or curriculum work completed after the last day of school and before the start of the new school year. Summer work can be initiated by the teacher or the District and must receive prior approval of the Superintendent. Participation must be agreed to by both parties. The work shall be compensated in accordance with the provisions set forth in Appendix C.
2. A teacher compensated for Summer Work must serve the following year at Roscoe Central School, or return the stipend paid within thirty (30) days after resignation.
3. Participants will be selected and recommended by the Superintendent to the Board of Education for approval.
4. Applicants will submit, by May 31, a proposal for that year's Summer Work to the Superintendent or his/her designee as soon as possible after being notified of a new teaching assignment.
5. Participants will be notified of the results of the selection process by the end of the New York State Regents Exams in June.
6. The Superintendent or his/her designee and the teacher shall discuss the activity and agree upon a fixed number of hours for performance. Payment shall be made upon the completion and acceptance of the work product by the District. Such acceptance shall not unreasonably be withheld. Prior to fixing the number of hours, the Superintendent or his/her designee, with the teacher's input, shall determine the scope

of the project and establish the criteria for acceptance of the project in terms of the performance expectations.

7. If the Superintendent or his/her designee wants or strongly recommends training during weekends or summers, the district will incur the costs associated with the training. For unique high cost professional development programs in which the district pays, no salary credit or hourly compensation will be given. If the unit member pays the cost or reimburses the district, they can elect to receive either salary credit or hourly compensation (as referenced in Article XV, A, 3).

8. No teacher may be compelled or coerced into taking coursework during non-school hours.

#### **ARTICLE XVI - HEALTH AND DENTAL INSURANCE**

##### **A. Health Insurance**

1. a. Effective July 1, 2008 the Board agrees to pay 94.5% of the cost of the monthly health insurance premiums of the individual and family health insurance plan, using the DEHIC PPO Alternate Plan as the maximum Board monthly contribution. Employees will contribute 5.5% toward the monthly health insurance premium costs to participate in the plan. Effective July 1, 2011 employees will contribute 7% toward the monthly health insurance premium costs to participate in the plan. Effective July 1, 2012 employees will contribute 8.5% toward the monthly health insurance premium costs to participate in the plan. The District agrees to the following cash payments based on the employee's enrollment option:

2011-2012 school year: Family - \$200.00; Individual - \$125.00;  
Buyout \$75.00



2012-2013 school year: Family - \$200.00; Individual - \$125.00;  
Buyout \$75.00

Teaching assistants will pay one-half of the amount that teachers contribute toward health insurance. A Section 125 Plan will be implemented effective July 1, 2004 for premium contributions.

b. Effective July 1, 2003 health insurance will be provided under the DEHIC Alternate PPO Plan.

2. The Board agrees to continue the present policy of Health Insurance for retired teachers.

3. The Board retains the right to change carriers and programs provided that the identical coverage or superior coverages are provided by such carriers and programs. Any change to be made shall only be after the concurrence of the Association.

4. The provisions of Article 17 shall apply to teaching assistants so long as he/she is employed thirty or more hours per week.

B. Dental Insurance

1. The Roscoe Central School District shall contribute \$250 per unit member in the 2002-03 school year, \$350 per unit member in the 2003-04 school year, and \$450 per unit member per year in the 2004-05 and 2005-06 school years towards the purchase of a dental plan selected by union membership. This District contribution of \$450 per unit member towards the dental plan shall continue through the 2009-2010 School Year. Costs over District contribution shall be the sole responsibility of the participating member.

C. Health Insurance Buy-Out

1. Employees eligible for health insurance who submit proof of alternate insurance may, at their option, cancel their school health insurance coverage and receive payment of fifty percent (50%) of the premium cost for individual coverage of the DEHIC PPO Plan. Effective July 1, 2003 payment shall be calculated as fifty percent (50%) of the premium cost for individual coverage of the DEHIC Alternate PPO Plan.
2. This cash reimbursement will be paid in June. To qualify for this benefit in its entirety, the Superintendent must be notified by July 1 in order to receive the 50% cash payment the following June.
3. Employees who become eligible for this benefit during the school year and wish to cancel their health insurance shall receive a pro-rated cash payment.
4. Employees may re-enter the District Plans at any time but they will only qualify for cash reimbursement on the pro-rated portion of the year that they were not covered by the school plan.
5. Re-entry in the District Plans will be controlled by the procedures and stipulations of the health plan for which enrollment is made.

D. Retiree Health Insurance

1. Unit members who retire on or after June 30, 2007 shall be entitled to District funding of health insurance premiums under the District's health insurance plan as follows:

Years of Service  
in District

District Contribution Toward  
Individual/Family Health  
Premiums

10-15 years	50% I/35% F
16-20 years	60% I/50% F
21 or more years	70% I/50% F

2. In determining the dollar amount of the District contribution towards family premiums, the amount paid shall be based upon paying the percentage indicated towards the cost of individual coverage and the percent x the difference in cost between 100% Individual coverage and 100% family coverage, as the family coverage base contribution (i.e. 50% towards the cost of individual coverage plus 35% towards the difference in costs between individual coverage and family coverage. Thus, if individual coverage costs \$4,000.00 and family coverage costs \$10,000.00, in this example, the District would contribute \$2,000.00 plus \$2,100.00 for a total of \$4,100.00 of the \$10,000.00 cost of family coverage.)

**ARTICLE XVII**  
**DUES DEDUCTIONS AND REIMBURSEMENTS**

A. Dues deductions shall be made in twenty (20) bi-weekly payments with the written permission of each teacher.

B. The District will pay all reasonable expenses (including fees, meals, lodging and transportation) incurred by unit members who attend workshops, seminars, conferences and other professional improvement sessions or who travel on District business. Advance approval of the Superintendent will be required for all of these activities. Reasonable expenses are considered as \$50/day for meals and the actual hotel/motel expenses for lodging.

C. Teachers required in the course of their work to drive personal automobiles shall be reimbursed at the current IRS rate.

D. Deductions shall be permitted for NYSUT VOTE/COPE.

#### **ARTICLE XVIII - SALARY SCHEDULE CONDITIONS**

A. Pay periods shall be every other Friday, or as close thereto as practical.

B. Salaries shall be paid either on a ten month or twelve month basis. If on a twelve month basis, the July and August payments shall be included in the final check issued in June.

C. The District agrees to implement a payroll deduction plan whereby a unit member may direct the payment of money from each paycheck to be placed in a financial institution of the unit member's choice. The employee's election of this deduction may not be changed until the school year following the election. However, an employee may vary the amount of his/her deduction at any time.

D. Enrollment in a Tax Sheltered Annuity shall be during the months of September to February.

#### **ARTICLE XIX - ATTENDANT SALARY PROVISIONS**

A. Each teacher shall be placed on step according to the current salary schedule. (See Appendix B) For the 2013-14 school year, all unit members shall remain on the same salary step as they were on in the 2012-13 school year. All unit members shall receive longevity, education based (for example, credit hours, masters, and BAs), and other incentives as listed on Appendix B

in replacement of any incentives listed on the previous Appendix B. All unit members will move up the longevity scale based on years of service in the district.

B. Compensation for unused sick days: A teacher who has been employed in the Roscoe Central School system for at least ten (10) years, and who is retiring under the provisions of the New York Teachers Retirement System will receive an adjustment in salary at the end of the final year of service for each unused sick day accumulated in the Roscoe Central School System up to a maximum of 210 days. This adjustment will be computed at the rate of  $1/1200$  of the final year of the base salary (defined as step on salary schedule including longevity, credits and master's degree, but not extra-curricular or stipend pay) of the teacher retiring times the number of unused sick days not exceeding 210 days.

C. Extra curricular activities shall be paid according to the attached extra curricular schedule. (See Appendix C)

D. Career increments shall be paid in accordance with Appendix A and are payable for years of service at Roscoe Central School only. Payment of longevity shall begin in September of the year in which the teacher is eligible. All amounts shall be cumulative and paid during the eligibility school fiscal years (beginning July 1 of each year as part of the yearly salary.)

E. The guidance position is a ten (10) month position. Additional days will be worked within the following guidelines:

1. Five (5) days within the two (2) week period immediately following the last week of school. Compensation shall be  $1/200$  of the total salary per day. The actual days to be worked shall be chosen by the guidance counselor.

2. Five (5) days within the two (2) week period prior to the commencement of the school year. Compensation shall be 1/200 of the total salary per day. The actual days to be worked shall be chosen by the guidance counselor.

3. If additional days are needed (other than #1 and #2 above) the District may request the services and, if mutually agreed to, payment for such days shall be 1/200 of their salary per day.

F. Stipend for Covering/Losing Preparation Period

A stipend for a teacher who loses a prep period for covering for another teacher during said prep period shall be paid at 1/1800<sup>th</sup> (1/9 times 1/200) of teacher's salary, if the work is assigned by the Administration.

G. Compensation for Committee on Special Education (CSE) Chair

When a bargaining unit member serves as Committee on Special Education Chair during the summer months, compensation shall be paid at the per diem rate of 1/200<sup>th</sup> of the unit member's teaching salary for a work-day equal in length to a regular teaching work day. During the regular school year, a stipend shall be paid for services as a Committee on Special Education Chair.

H. Retirement Incentive

Any bargaining unit member who retires from District service in 2003-04 pursuant to the Rules and Regulations of the New York State Teachers' Retirement System shall be eligible to receive a retirement incentive payment in the amount of \$30,000. Any bargaining unit member who retires from District service in 2004-05 and 2005-06 pursuant to the Rules and Regulations of the New York State Teachers' Retirement System shall be eligible to receive a retirement incentive payment in the amount of \$20,000.

In order to be eligible for the incentive, the unit member must submit to the District in writing, a notice of intent to retire by January 15 prior to the year of retirement. Additionally, the unit member must submit to the District, in writing, a commitment to retire no later than one year prior to the retirement date which must be on June 30.

This provision shall expire on June 30, 2006.

Notwithstanding any other provision in the Agreement, and in lieu thereof, the District will offer an incentive to an individual eligible to retire from the New York State Teachers' Retirement System, without penalty. Such incentive shall be health insurance contributions for the employee at the percentage rate which the employee was receiving at the time of retirement (i.e.: District contribution of 94.75%/employee contribution of 5.25% in 2006-2007). For individuals who are eligible for a buy-out, the incentive would be for \$35,000.00 for the year of eligibility only. Unit members must submit to the District in writing an irrevocable letter of resignation, with intent to retire, by January 15<sup>th</sup> in the year of retirement. This provision will sunset becoming null and void in all regards effective close of business June 30, 2010.

## **ARTICLE XX**

### **MENTOR-INTERN PROGRAM**

A. The mentor shall provide a minimum of 25 hours of assistance to the intern assigned to him/her. The mentor shall meet with the intern for one hour per week for the first ten weeks of the school year and two times per month for the remainder of the school year. Should the mentor and intern agree that additional time would be beneficial, the mentor shall not refuse to provide a reasonable amount of additional time. The mentor shall be responsible for filling out a work sheet provided by the District for actual time worked in order to receive payment.

- B. The mentor teacher shall receive a stipend of \$1,000 per intern mentored for the 2006-07 school year. The stipend shall be increased by 4% in each of the following years. It is the intent that the mentor be paired with one new teacher, however, if there is a lack of mentors, a mentor may volunteer to mentor two new teachers.
- C. Teachers employed by the District who are interested in serving as a mentor shall submit a letter of interest to the superintendent by June 1<sup>st</sup>. A list will be compiled. The selection of mentors and their pairings shall be made from this list. The Superintendent or his/her designee and the RTA President or his/her designee shall mutually agree upon the choice of mentors and their pairings.
- D. It is preferred that a teacher serve as a mentor for no more than two consecutive years.
- E. Interns shall be those unit members who are in their first year of employment with the District. While it is not the intention of the parties to require that an intern be part of the mentoring program, and while it may not become a condition of employment, the parties mutually agree to strongly recommend and encourage participation in this program.
- F. No part of this program shall be used in determining the future employment status of an intern.
- G. An intern's decision not to participate in this program shall not be used in the District's determination to continue a unit member's employment nor the granting or denial of tenure.
- H. Information shared between the mentor and the new teacher shall remain confidential; provided, however, that the mentor shall be expected to share information consistent with that permissible under Commissioner's Regulations to assure the health and safety of students and others in the school environment.
- I. Mentors should possess these qualifications:



- Desire to participate
- Knowledge of District policies/expectations
- Knowledge of the subject area of the new teacher
- Knowledge of pedagogical skills
- Tenured
- Employed by the District for a minimum of four years
- Maintain a high level of confidentiality
- Model professional qualities for the new teacher
- Friendly and approachable
- Preferably with permanent certification in the same area of certificate title as the intern.

J. Suggested topics of mentoring:

- Review of District policies and procedures
- Review of student and teacher handbook
- Review discipline protocols
- Develop homework guidelines and policies
- Grading
- Report card and progress report procedures
- Review student folders
- Special education procedures and protocols
- Prepare behavior management system
- Substitute plans
- Open House preparation
- Parent Conference preparation

**ARTICLE XXI**  
**MAINTENANCE OF STANDARDS/ZIPPER CLAUSE**

A. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior consultation with the Association President.

B. Terms and conditions of employment may not be changed except by mutual agreement. New terms and conditions of employment shall be negotiated with the Association as required by PERB.

C. For the purposes of arbitral review, terms and conditions of employment shall be considered those recognized by the Court of Appeals or PERB. The arbitration shall be without power to find subjects to be terms and conditions of employment where precedent referred to above is to the contrary.

D. The Association agrees that all negotiable items have been discussed during the negotiations leading to this agreement and agrees that negotiations will not be reopened on any item contained herein during the life of this agreement unless mutually agreed.

E. All terms of this Agreement shall apply to teaching assistants except as otherwise indicated.

**ARTICLE XXII - SAVINGS CLAUSE**

A. If any part of this Agreement is declared invalid by a court of competent jurisdiction or by the determination of an authorized governmental agency, and such decision shall have become final, the invalidity shall relate only to the specific provision declared invalid and shall not affect any other provision of this agreement.

### **ARTICLE XXIII - MANAGEMENT RIGHTS**

A. The Association recognizes that the Board has the power and duty for the superintendence, direction, management and control of the educational and fiscal affairs of the District, physical properties of the District and professional staff pursuant to the rights guaranteed to the employees in the Public Employees Fair Employment Act (Chapter 392 of the laws of 1967 of New York State). The Board shall have the rights, powers, functions, privileges and authority that it possessed prior to entering into this agreement with the Association, excepting such as are relinquished by the terms of this Agreement.

### **DURATION OF AGREEMENT**

This Agreement will be of one (1) year duration commencing July 1, 2013 and will terminate June 30, 2014.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **BOARD OF EDUCATION OF THE ROSCOE CENTRAL SCHOOL DISTRICT**

BY:   
SUPERINTENDENT

#### **ROSCOE TEACHERS' ASSOCIATION**

BY:   
PRESIDENT

## APPENDIX A

### SECTION 6

#### Roscoe Central School Annual Professional Performance Review Plan (Revision Date 12/06/00)

APPR/CHAPTER 103 OF THE LAWS OF 2010: The parties agree to continue negotiations concerning amendments to the provisions of this agreement relating to the APPR. Upon completion of negotiations for the required changes to the APPR, the parties agree to incorporate the APPR memorandum of agreement into this successor agreement.

#### **6.1) Compliance with the Existing Collective Bargaining Agreement**

All items in this section of the CDEP document shall be consistent with existing language in the current collective bargaining agreement between the Roscoe Central School Board of Education (BOE) and the Roscoe Teachers Association (RTA). Any negotiable item or process outlined in this section that is not addressed in the current collective bargaining agreement shall be resolved using the appropriate provisions of the aforementioned agreement and/or applicable law.

#### **6.2) CDEP Designation and Overview**

The CDEP Committee for Roscoe Central School shall be designated as the Annual Professional Performance Review (APPR) Committee. Effective 12/06/2000, the committee completed its recommendations for an APPR plan to be incorporated with the CDEP plan for the Roscoe Central School. The plan has five basic elements applicable to all professional staff, including pupil personnel service staff. The specific elements are as follows:

- a) The criteria for the evaluation of all professional personnel.
- b) A format for summative evaluations for all professional personnel.
- c) Provisions for the establishment of professional goals for all professional personnel.
- d) A format for developing remedial plans of assistance for those professional staff members identified as having less than satisfactory job performance and
- e) Issues related to evaluating all probationary staff for tenure.

### **6.3) Discussion of the Basic Elements of the APPR Plan.**

#### **6.31) Evaluation Criteria**

Any and all of the following criteria shall be used in all evaluation activities, observations, and summative evaluations for all probationary and tenured staff:

- 6.311) Content knowledge appropriate to the position.
- 6.312) Preparation employing appropriate knowledge, strategies and skills.
- 6.313) Strategies and skills that result in active student involvement and student learning.
- 6.314) Student management, supportive of diverse student needs, that creates a supportive environment conducive to learning.
- 6.315) Knowledge of student development and appreciation of diversity.
- 6.316) Student assessment techniques based on appropriate learning standards.
- 6.317) Collaborative relationships that are effective with students, parents (or other caregivers), support personnel and administrators.
- 6.318) Reflective and responsive practice that demonstrates that adjustments can be made on a continuing basis to meet the needs of individual students.

#### **6.32) Annual Summative Evaluations**

Annually, each teacher shall receive a summative evaluation. The summative evaluation for all professional staff shall consist of a written narrative. The narrative will contain a statement assessing the overall quality of the professional staff member's job performance. Three types of summative evaluations are recognized and will be employed, one each for: tenured, returning non-tenured and first year professional staff members. The format for the summative evaluation will vary depending upon evaluation type. A general synopsis for each type is as follows:

##### **6.321) Summative Evaluation for Tenured Professional Staff**

A summative evaluation section shall be added to the last observation/evaluation prepared on behalf of the professional staff member. The content of the evaluation shall be consistent with established practices for such evaluations.

For the 2001-2002 academic year, and all subsequent years, summative evaluations shall additionally include a review of the mutual-

ly agreed upon professional goal(s) (and accompanying objectives as deemed appropriate) established between the tenured professional staff member and the evaluator.

6.322) Summative Evaluation for Returning Non-tenured Professional Staff

A summative evaluation for returning non-tenured professional staff members shall be effected in a manner similar to that described for tenured professional staff members. Obviously, the goals (and accompanying objectives as deemed appropriate) that will be reviewed as part of that process will be structured to comply with the needs of a non-tenured professional staff member

6.323) Summative Evaluation for First Year Professional Staff Members

For first year professional staff members, the process is different. Inasmuch as they did not have the benefit of a meeting with the evaluator in the preceding year to establish professional goals and objectives, a special meeting will be arranged for that purpose as part of a pre-conferencing process in advance of the teacher's first observation. From a practical standpoint, goals and objectives for new professional staff members shall usually include those items related to general organization, classroom management and effective instructional practices.

At the end of a professional staff member's first year, a summative evaluation section shall be added to the last observation/evaluation. As part of the final observation/evaluation procedure, goal and objective setting for the following year shall occur.

6.33) Establishment of Professional Goals

Prior to, or at the beginning of, each school year, every staff member will be expected to identify one or more professional goals to be accomplished during the upcoming academic year. These goals may incorporate elements of peer review, a professional project, and/or an individually guided professional development activity. At the end of the school year, as part of the summative evaluation process, the staff member will report on the status of his/her goals to his/her supervisor.

The establishment of professional goals for all teaching staff shall occur as follows:

6.331) Professional goals will annually be developed in collaboration between the evaluator and the professional staff member as part of the above-referenced summative evaluation process.

6.332) Professional goals will be established in advance of each professional staff member's annual evaluation cycle.

6.333) For the purposes of initiating the goal setting process for academic year 2001-02, the first goal setting meeting for existing staff shall occur as part of the last observation/evaluation/ summative evaluation during the 2000-2001 academic year. If this last evaluation occurs prior to the opportunity for the establishment of professional goals, a special goal setting meeting will be arranged with an appropriate evaluator for that purpose. The meeting shall occur between the effective period of 4/1/2001 and 6/15/2001.

#### 6.34) Remedial Plans of Assistance

Each staff member, identified through the summative evaluation as having less than satisfactory job performance, shall collaboratively develop an intensive assistance plan prior to the start of the succeeding school years. This plan will include performance goals related to the areas of concern noted in the summative evaluation. The plan will contain activities that focus on improving the areas of concern. Such activities may include but not be limited to workshops, in-service training, mentoring, and observing other teachers both within and outside of the district, etc.

#### 6.35) Issues Relating to Tenure for Probationary Staff Members

Every probationary teacher shall be afforded every opportunity to achieve tenure. Assistance will be provided to the probationary teacher throughout the process. An outline of the process follows:

6.351 **Hiring** – Each candidate for a professional position will undergo a thorough screening and interview process prior to employment. Qualifications will be closely

matched with the requirements of each vacant professional position.

6.352 **Orientation** – Each newly employed professional staff member will undergo a one-day orientation with another experienced professional staff member.

6.353 **Mentoring** – The CDEP Committee believes that the concept of mentoring is an appropriate method for indoctrinating new staff into the culture of the school district. Each newly employed professional staff member will be assigned a mentor.

Mentoring will consist of supportive coaching, modeling and other strategies. The specific contact hours with the mentor will be arranged through mutual discussion with the mentor, professional staff member to receive mentoring service and the supervising administrator.

**6.354 Professional Development** – A minimum of thirty-six hours of training opportunities per year will be offered to each probationary teacher.

The administrative staff will make reemployment/tenure decisions each year for the appropriate staff members. Subsequently, the administrative staff will communicate that decision to the probationary professional staff member. Performance evaluations will be conducted by fully certified administrative staff. The district's administration will have access to, and, as needed, participate in any training offered at local, regional, or state level relative to established best practices for conducting performance evaluations.

#### **6.4) Supplemental Items**

The following supplemental times are included in the APPR Section of the CDEP to reiterate previously recognized issues of importance. They are as follows:

6.41) Statement Regarding Administrator's Ability to Reflect on Performance

The above criteria do not restrict the administrator's ability to reflect on issues that may positively or negatively impact on the staff members' ability to provide effective instruction.

6.42) Statement Regarding the Incorporation of Pupil Personnel Staff

The criteria outlined in the APPR section of the CDEP are modifications of specific mandates from the New York State Education Department. These modifications were necessary to allow for their use with pupil personnel services staff as well as classroom teachers.



Teacher Schedule  
Appendix B

page 1 of 2

Bachelors Schedule (BA)

Masters Schedule (MA)

STEP	2012-2013	2013-2014	STEP	2012-2013	2013-2014
1	45,179	45,179	1	46,393	46,393
2	46,402	46,402	2	47,616	47,616
3	47,632	47,632	3	48,846	48,846
4	48,854	48,854	4	50,068	50,068
5	50,083	50,083	5	51,297	51,297
6	51,306	51,306	6	52,520	52,520
7	52,532	52,532	7	53,746	53,746
8	53,757	53,757	8	54,971	54,971
9	54,985	54,985	9	56,199	56,199
10	56,208	56,208	10	57,422	57,422
11	58,329	58,329	11	59,543	59,543
12	59,572	59,572	12	60,786	60,786
13	60,820	60,820	13	62,034	62,034
14	62,060	62,060	14	63,274	63,274
15	63,310	63,310	15	64,524	64,524
16	64,550	64,550	16	65,764	65,764
17	65,799	65,799	17	67,013	67,013
18	69,466	69,466	18	70,680	70,680

Longevity

10	1,168	1,168
15	3,210	3,210
20	3,795	3,795
25	4,378	4,378
30	4,963	4,963

Longevity

10	1,168	1,168
15	3,210	3,210
20	3,795	3,795
25	4,378	4,378
30	4,963	4,963

Credit per  
hour

85

85

Credit per  
hour

85

85

JZ  
MS 5/16/13

Teaching Assistant Schedule  
Appendix B

Teaching Assistant Base (TA)			Teaching Assistant with Associates Degree (TA1)			Teaching Assistant with Bachelors Degree (TA2)		
P	2012-2013	2013-2014	STEP	2012-2013	2013-2014	STEP	2012-2013	2013-2014
1	20,331	20,331	1	20,331	21,831	1	20,331	23,331
2	22,589	22,589	2	22,589	24,089	2	22,589	25,589
3	24,848	24,848	3	24,848	27,333	3	24,848	28,575
Longevity			Longevity			Longevity		
10	583	1,000	10	583	1,000	10	583	1,000
15	1,606	1,500	15	1,606	1,500	15	1,606	1,500
20	1,897	2,000	20	1,897	2,000	20	1,897	2,000
25	2,189	2,500	25	2,189	2,500	25	2,189	2,500
30	2,481	3,000	30	2,481	3,000	30	2,481	3,000

24  
mg 5/16/13

Under 30 Year Longevity for Teaching Assistant (Appendix B – Salary Schedule)  
add the following:

Career increments shall be paid in accordance with the above schedules and are payable for years of service at Roscoe Central School only. Employees whose eligibility date is the months of September, October, November, December or January shall be paid the career increments as of September 1. Employees whose eligibility date is in the months of February, March, April, May or June shall be paid the career increments as of February 1. All amounts shall be cumulative and paid during the eligibility school fiscal year (beginning July 1 of each year) as part of the yearly salary.

Extra-Curricular Activities

STEP	2012-2013	2013-2014
Sr. Class Advisor	1,714	1,714
Jr. Class Advisor	1,714	1,714
Grade 10 Advisor	822	822
Grade 9 Advisor	822	822
Grade 8 Advisor	652	652
Grade 7 Advisor	652	652
Music Activities Director	1,303	1,303
Student Council Advisor	1,303	1,303
Audio-Visual Coordinator	1,793	1,793
Music Drama Director	1,108	1,108
Music Drama Assistant	553	553
Club Advisor	587	587
Senior Honor Society	1,106	1,106
Junior Honor Society	838	838
Detention Monitor*	41.71	41.71
CSE Meetings after school*	44.92	44.92
Home Tutor*	46.92	46.92
Chaperone*	19.54	19.54
Teacher Mentoring	1,168	1,168
CSE Chairperson	3,194	3,194
Summer Program Work*	44.08	44.08
Drama	1,108	1,108
Festival of Arts Coordinator	912	912
Yearbook	3,329	3,329
Assistant Yearbook	1,368	1,368
Gifted/Talented Coordinator	1,173	1,173
Ski Club Advisor	586	586
Ski club trips	61	61
Dean of Students	3,842	3,842
Senior Quiz Bowl	1,043	1,043
Junior Quiz Bowl	1,043	1,043
SCIL Sr.	1,564	1,564
SCIL Jr.	1,043	1,043
Homework Club*	42.03	42.03
Afterschool Support*	42.03	42.03

\*per hour

\*\*per event

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Interscholastic Athletics

STEP	2012-2013	2013-2014
Varsity Football	4,359	4,359
1st Assistant Football	3,439	3,439
2nd Assistant Football	3,242	3,242
Varsity Soccer	4,122	4,122
Assistant Soccer (JV, Modified)	2,963	2,963
Varsity Basketball	4,727	4,727
JV Basketball	3,881	3,881
Modified Basketball	3,406	3,406
Varsity Baseball	3,988	3,988
Assistant Baseball (JV, Modified)	2,937	2,937
Varsity Softball	3,988	3,988
Assistant Softball (JV, Modified)	2,937	2,937
Golf	2,447	2,447
Assistant Golf	1,630	1,630
Cheerleading Basketball	2,428	2,428
Athletic Director	3,193	3,193
Timekeeper**	72.98	72.98
Shot Clock **	52.13	52.13
Scorekeeper Home **	72.98	72.98
Scorekeeper Away**	91.23	91.23
Varsity Track	3,988	3,988
Assistant Track	2,817	2,817
Cross Country	3,220	3,220
Assistant Cross Country	1,263	1,263
Indoor Tract	1,245	1,245
Cheerleading Football	1,755	1,755
Pep Band	872	872
Adult Recreation*	14.51	14.51
Ticket Sales**	65.14	65.14
Saturday Gym*	19.55	19.55

\*per hour

\*\*per event

When a coach is appointed to two positions in a sport, where the second position is incorporated by time and schedule with the first, the coach will receive one-half (1/2) of the lower paying position in addition to the higher paying schedule.

For clarification purposes with respect to shot clock operators, time keepers and scorekeepers (home and away) at basketball games, an "event" is defined as competition where two (2) games are played. For all two (2) game events, the full contractual "per event" stipend will be paid. On the rare occasions when there are fewer than or more than two (2) games played, the person will be paid "per game". The "per game" rate will be 1/2 the "per event" stipend. If there are three (3) or more games played, and the same person works all three games, the rate will be 1/2 the "per event" rate multiplied by the number of games.

### **Side Letter**

Between the Superintendent of Schools and the Board of Education of the Roscoe Central School District, hereinafter referred to as "the District" and the Roscoe Teachers' Association, hereinafter referred to as "the Association" that there is an understanding that under Article II (Definitions) of the 2006-2010 Collective Bargaining Agreement between the parties, provides the District with the right to assign the positions of Athletic Director and Chairperson of the Committee on Special Education to administrative personnel.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND THE BOARD OF  
EDUCATION OF THE ROSCOE CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the  
District" and the ROSCOE TEACHERS ASSOCIATION hereinafter referred to as "the  
Association";

Whereby, the parties agree to clarify the intent of the retirement incentive as outlined in  
item No. 15 in the four year successor agreement (2006-2010) executed by both parties on  
September 7, 2006 and scheduled to sunset effective close of business June 30, 2010;

Whereas, a unit member is eligible to receive the incentive in his/her first year of eligibility  
to retire from the New York State Teachers' Retirement System, with or without penalty, and  
subject to the limitations of the September 7, 2006 Memorandum of Agreement;

Whereas, a unit member may apply for and receive the incentive without being subject to  
the restrictions set forth herein;

→ Whereas, such unit member must submit to the District in writing an irrevocable letter of  
resignation, with intent to retire, by January 15<sup>th</sup> in the year of retirement; and,

Whereas, such unit member will be deemed eligible to retire, apply for retirement and be  
retired to receive the \$35,000 health insurance buyout or health insurance at retirement provided  
the unit member has reached the age of 55 and has 25 years of credited service. In addition, the  
unit member must have completed a minimum of 15 years of service in the school district.

So agreed this 29 day of September, 2006, subject to ratification by both parties.

The District:

The Association

By: Carmine C. Draper

By: Kathy Lucis

Date: 9/29/06

Date: 9/29/06

*C/29/29/0*  
*KF 9/29/0*

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND THE BOARD OF  
EDUCATION OF THE ROSCOE CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the  
District" and the ROSCOE TEACHERS ASSOCIATION hereinafter referred to as "the  
Association";

Whereby, the parties agree to clarify the intent of the retiree health insurance provision as  
outlined in item No. 35 in the four year successor agreement (2006-2010) executed by both parties  
on September 7, 2006;

Whereas, the Union and the Association have agreed to increase the District funding of  
health insurance premiums for unit members who retire on or after June 30, 2007; and

Whereas, the District contribution towards individual and dependent health premiums is  
based upon years of service in the District; and

Whereas, unit members who have 10 to 15 years of such service shall be entitled to a  
District contribution of 50% towards individual coverage and 35% towards dependent coverage;  
and

Whereas, unit members who have 16 to 20 years of such service shall be entitled to a  
District contribution of 60% towards individual coverage and 50% towards dependent coverage;  
and

Whereas, unit members who have 21 or more years of such service shall be entitled to a  
District contribution of 70% towards individual coverage and 50% towards dependent coverage;  
and,

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KF 9/29



Whereas, the parties agree that the District contribution towards dependent coverage shall be based upon paying the percentage indicated towards the cost of individual coverage and, for the family coverage portion, the District shall contribute the dollar amount equal to the District's percentage contribution towards the difference in cost between a family and an individual coverage; and

Whereas, notwithstanding the above, should a retiree, who at the time of retirement, is eligible for health insurance coverage through the District as per the above; and

Whereas such retiree declines such coverage due to the proof of alternate insurance; and

Whereas, should such retiree have a qualifying event whereby such retiree is no longer covered under the alternate insurance; and,

Whereas, such retiree shall be entitled to re-enter the District's plan at the District funding level to which he/she would have been entitled to had he/she participated in the District's health plan at all times since retirement.

So agreed this 29 day of September, 2006, subject to ratification by both parties.

The District:

The Association

By: Carmine C. Brunger

By: Kathy Luis

Date: 9/29/06

Date: 9/29/06

cc 9/29  
KF 9/29